

# Logo Sponsorship Form

***Place your logo on the first containers at the Lake Michigan port***

Ports of Indiana is installing a new “Container Gateway Project” to showcase the logos of partners helping to develop the new ocean container service. The containers will be displayed in prominent locations at the port and used for training and planning activities for the new terminal. This project will raise awareness about the new container service and provide fundraising for special charities. A donation will be made to charity for every container involved in the project. For information, visit [www.portsofindiana.com/containers](http://www.portsofindiana.com/containers)

**Companies that purchase a container sponsorship will receive the following:**

- A large logo painted on both sides of a 40-foot ocean container (logo placement area is ~5'x20')
- Founding Partner Status, identifying your company as a founding partner on the project website and marketing materials
- Year-long placement at the port with visibility through social media campaigns, special events, and community engagement
- A financial contribution made in their name to a compelling Great Lakes or international cause
- Color selection of yellow, blue, green, or red shipping containers based on available inventory



**SPONSOR INFORMATION**

Company: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_

# of Containers: \_\_\_\_\_ Amount to Invoice: \$ \_\_\_\_\_ Container Color: **Yellow Blue Green Red**  
*(Cost is \$5,500.00 US per container)*

By checking this box, I confirm my preference for allocating \$500 per container of my sponsorship fee to support a Great Lakes or international cause. Ports of Indiana will provide a list of partner charities.

By checking this box, I agree to the terms and conditions provided by Ports of Indiana.

By signing below, I approve the purchase of the container logo sponsorship.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. **Grant of License.** Ports of Indiana (POI) hereby grants Sponsor the right to advertise its business on the Container during the Term of the Agreement pursuant to the terms and conditions herein ("**License Rights**").
2. **Term.** The term of the License shall be one year ("**Term**") from the Effective Date, unless terminated earlier pursuant to the terms of this Agreement. POI may terminate this Agreement upon fifteen (15) days' notice in its sole discretion and with or without cause. If POI terminates the Agreement prior to the expiration of the Term for any reason other than an uncured material breach by Sponsor, POI shall refund to Sponsor a prorated amount of the License Payment. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew for an additional one (1) year term, unless a party has given written notice of its intent not to renew this Agreement at least thirty (30) days before the expiration date of the initial term.
3. **Design.** All copy, artwork, wrapping, etc. desired and intended by Sponsor to be used on the Container ("**Advertising**") shall be subject to the prior approval of POI, which approval can be withheld in POI's sole discretion. Sponsor shall be responsible for and bear all costs associated with its design and the placement/application of any Advertising on the Container. For purposes of illustration and not exclusion, such Advertising may not include unlawful, libelous, threatening, discriminatory, violent, defamatory, obscene, vulgar, pornographic, abusive or profane materials or include references to tobacco, alcohol, drugs, rebel flags, sexual connotations, political or religious messaging or other material deemed, by POI in POI's sole discretion, to be inappropriate, negative or potentially inflammatory. POI and Sponsor shall coordinate the timing and application of the Advertising to the Container. Sponsor represents and warrants that it owns and/or has the legal right to use and display any and all of the trademarks, service marks, copyrighted texts or graphic designs, symbols, logos, emblems, decals, designs, colors, likenesses or other visual representations used in any Advertising displayed on the Container and that nothing in its Advertising violates any criminal laws, infringes on any intellectual property or other rights of any third party.
4. **Display.** While POI will ensure that the Container is displayed from time to time throughout the State of Indiana during the Term, the Parties understand that POI is not required to display the Container in any specific location for any specific amount of time.
5. **Termination for Breach.** If at any time during the term hereof, any party fails to comply with any material provision of this Agreement and such failure is not cured within ten (10) days after receipt of written notice thereof, the non-breaching party may terminate this Agreement without a further notice period without affecting its right to demand, sue for, and collect all of its damages arising out of breaching party's failure to comply. The non-breaching party is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.
6. **Assignment.** It is hereby expressly agreed that Sponsor shall not have the right to assign its rights under this Agreement. Any assignment by Sponsor shall cause this Agreement to become null, void and of no effect, and Sponsor's License Rights shall immediately terminate.
7. **No Guarantee of Economic Value to Sponsor.** POI makes no express or implied warranty of merchantability or fitness for any particular purpose or any other warranty, as to any matter whatsoever, including, without limitation, the Container and/or that the License Rights will result in any sales of Sponsor's goods or services or will be seen by any specific number of people.
8. **Incidental and Consequential Damage Disclaimer.** The Parties agree that neither party shall be liable to the other party (except for a breach or alleged breach by Sponsor of its representations and warranties in Section 5), for any special, incidental, indirect, or consequential damages including and/or as well as loss of profit or loss of use. This provision applies regardless of whether the party was advised of the possibility of such damage prior to entering into this Agreement and/or experiencing such damage.
9. **Truth in Advertising and Indemnification for Liability.** Sponsor is solely responsible for any legal liability arising out of or relating to (1) the Advertising, and/or (2) any claim the Advertising will not violate any criminal laws or infringe upon any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Sponsor agrees to indemnify, defend and otherwise hold POI, the State of Indiana and their officers, agencies, commissioners, employees, representatives, directors, agents, insurers, attorneys, predecessors, successors and assigns (collectively, the "POI Indemnified Parties") harmless from and against all liens, claims, damages, charges, injuries, losses, actions, suits, proceedings, arising out of, involving and/or related to the (1) Advertising; and/or (2) any claim that the Advertising violates or infringes upon any criminal laws or rights of any third parties.
10. **Representations and Warranties.** Each Party represents and warrants to the other, and shall be estopped from denying, as follows:
  - a. they have the full right and power to execute, deliver and perform this Agreement according to its terms, without the necessity of consent of or joinder with another; when executed and delivered, this Agreement shall constitute a valid and binding agreement, enforceable according to its terms and as applied to all related entities, successors, subsidiaries, affiliates, agents and assigns, and any other persons or entities claiming by, through or under any of them;
  - b. that they have had a reasonable opportunity to review and consider this Agreement and that they have read and understood the terms of this Agreement; and
  - c. other than the matters expressly set forth herein, they are executing and delivering this Agreement without reliance upon any statement, representation, promise, inducement, understanding or agreement by or on behalf of any Party hereto or by or on behalf of any representative or agent employed by either Party.
11. **Notices.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:
 

If to POI:	Jody Peacock, CEO Ports of Indiana 150 W. Market St., Ste. 450 Indianapolis, IN 46204 Email: JPeacock@PortsofIndiana.com
If to Sponsor	Client Information on page 1.
12. **Entire Agreement.** The Parties understand and agree that this Agreement represents the entire agreement between the Parties with respect to the claims released here and that the consideration stated here is the only consideration or compensation to be paid or exchanged between them for such claims and releases. This Agreement cannot be modified or amended except in a writing signed by all Parties.
13. **Severability.** Should any part or provision of this Agreement be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. Further, if any provision of this Agreement is determined to be overbroad, as written, that provision shall be considered for amendment to narrow its application to the extent necessary to make the provision enforceable according to the applicable law and enforced as amended.
14. **Counterparts.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as if in original ink.
15. **Cooperation.** The Parties agree to, promptly following the request of any other party hereto, execute any additional documents or instruments and perform such additional acts as may be necessary to carry out the intent of this Agreement.
16. **Governing Law; Waivers.**
  - a) This License Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to its conflicts of laws principles.
  - b) To the fullest extent permitted by applicable law, each party waives any right to a jury trial in any action or proceeding to enforce or interpret this agreement.
  - c) Each party submits to the exclusive jurisdiction of the Indiana Commercial Court sitting in Marion County Indiana and the United States District Court for the State of Indiana, Southern District, Indianapolis Division and each party waives any objection which it may have to the personal jurisdiction or laying of venue in such court, whether on the basis of inconvenient forum or otherwise.

#### NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the agreeing Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.